

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>David S. Kupetz (CA Bar No. 125062) <i>dkupetz@sulmeyerlaw.com</i> Asa S. Hami (CA Bar No. 210728) <i>ahami@sulmeyerlaw.com</i> Claire K. Wu (CA Bar No. 295966) <i>ckwu@sulmeyerlaw.com</i> SulmeyerKupetz A Professional Corporation 333 South Grand Avenue, Suite 3400 Los Angeles, California 90071 Telephone 213.626.2311 Facsimile 213.629.4520</p> <p><input type="checkbox"/> Individual <i>appearing without an attorney</i> <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor in Possession One Way Loans, LLC, d/b/a PowerLend</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</p>	
<p>In re:</p> <p>ONE WAY LOANS, LLC, a California limited liability company, d/b/a POWERLEND,</p> <p style="text-align: right;">Debtor(s)</p>	<p>CASE NO.: 2:18-bk-24572-SK CHAPTER: 11</p> <hr/> <p>AMENDED NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: (<i>title of motion</i>¹): <u>EMERGENCY MOTION OF DEBTOR AND DEBTOR IN</u> <u>POSSESSION FOR INTERIM AND FINAL ORDERS</u> <u>AUTHORIZING USE OF CASH COLLATERAL</u></p>

PLEASE TAKE NOTE that the order titled INTERIM ORDER ON EMERGENCY MOTION OF DEBTOR AND DEBTOR IN POSSESSION FOR INTERIM AND FINAL ORDERS AUTHORIZING USE OF CASH COLLATERAL, AND SETTING CONTINUED INTERIM HEARING

was lodged on (date) December 27, 2018 and is attached. This order relates to the motion which is docket number 5.

¹ Please abbreviate if title cannot fit into text field.

EXHIBIT A

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8 Attorneys for Debtor and Debtor in Possession
One Way Loans, LLC, d/b/a PowerLend

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 In re
12 ONE WAY LOANS, LLC, a California
limited liability company, d/b/a
13 POWERLEND,
14 Debtor.

Case No. 2:18-bk-24572-SK

Chapter 11

**INTERIM ORDER ON EMERGENCY
MOTION OF DEBTOR AND DEBTOR IN
POSSESSION FOR INTERIM AND
FINAL ORDERS AUTHORIZING USE OF
CASH COLLATERAL, AND SETTING
CONTINUED INTERIM HEARING**

[Relates to Dkt. No. 5]

Date: December 21, 2018
Time: 8:30 a.m.
Place: Courtroom 1575
255 East Temple Street
Los Angeles, CA 90012

1 The “Emergency Motion of Debtor And Debtor in Possession For Interim And Final
2 Orders Authorizing Use of Cash Collateral” [Dkt. No. 5] (the “Motion”), filed by One Way Loans,
3 LLC, d/b/a PowerLend, the above-captioned debtor and debtor in possession (the “Debtor”),
4 pursuant to 11 U.S.C. §§ 363(a), 363(c)(2), and 552(b)(1), Rule 4001(b) of the Federal Rules of
5 Bankruptcy Procedure, and Local Bankruptcy Rules 2081-1(a)(9) and 9075-1(a), came on for
6 hearing on an emergency basis on December 21, 2018, at 8:30 a.m., before the Honorable Sandra
7 R. Klein, United States Bankruptcy Judge, in Courtroom 1575 of the above-entitled Court.
8 Appearances were as noted on the record of the hearing.

9 This Court having considered the Motion, the alternate Cash Collateral Budgets (as that
10 term is defined in the Motion) attached to the Appendix of Exhibits filed in support of the Motion
11 [Dkt. No. 6] (the “Appendix of Exhibits”) as Exhibit “1” and Exhibit “2”, respectively, the
12 “Omnibus Declaration of David Redlener in Support of First Day Motions,” the “Declaration of
13 Donald A. Stukes in Support of Debtor’s First Day Motions,” all other papers filed in support of
14 the Motion, the “Preliminary Objection to Emergency Motion of Debtor And Debtor in Possession
15 For Interim And Final Orders Authorizing Use of Cash Collateral” [Dkt. No. 18], filed by JGB
16 Collateral, LLC, as agent for JGB (Cayman) Glenmachrie Ltd., and JGB (Cayman) Glenmachrie
17 Ltd. (collectively, “JGB,” and together with the Debtor, the “Parties”), all other papers filed in
18 connection with the Motion, the record in this case, and all arguments, statements, and
19 representations of counsel on the record at the hearing; no other party having filed any opposition
20 or other response to the Motion; and the Court having been advised at the hearing that, pursuant to
21 agreement of the Parties, the terms of which are set forth in the directives below, JGB consents to
22 the Debtor’s use of cash collateral on an interim basis; and the Court having been further advised
23 that the Debtor’s records indicate that JGB swept the Debtor’s bank accounts post-petition on two
24 separate occasions in the sum of \$8,383.99; and the Motion and notice of the Motion having been
25 timely and properly served on all necessary parties, including, but not limited to, First Associates
26 Loan Servicing, LLC (“First Associates”), and Preferred Bank, in accordance with the directions
27 of the Court and the Local Bankruptcy Rules; and good cause appearing therefor, it is hereby
28 **ORDERED** as follows:

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1 1. The Motion is GRANTED on an interim basis pursuant to the Parties' agreement
2 stated on the record of the hearing on the Motion and as set forth herein.

3 2. The Debtor is authorized to use cash collateral for the next four weeks commencing
4 the week ending December 21, 2018, through and including the week ending January 11, 2019,
5 pursuant to the Alternate Budget (as that term is defined in the Motion), which budget is attached
6 to the Appendix of Exhibits as Exhibit "2", except that, at this time, the Debtor is not authorized to
7 use cash collateral to make any payment on account of the \$6,500 budgeted line item described as
8 "Corp Income Taxes."

9 3. First Associates is authorized and directed to immediately release to the Debtor any
10 and all funds First Associates holds and otherwise maintains on account of its loan collections
11 made on behalf of the Debtor pursuant to its Loan Servicing Agreement with the Debtor, as well
12 as any additional such funds it collects on behalf of the Debtor through and including the week
13 ending January 11, 2019.

14 4. To the extent JGB swept any of the Debtor's funds in any of the Debtor's bank
15 accounts post-petition, JGB shall promptly return all such funds to the Debtor.

16 5. JGB shall not object to any notices of insider compensation the Debtor files with
17 respect to any such insider compensation to be paid consistent with the Alternate Budget and this
18 Order, with all of JGB's rights to object to payment of any additional insider compensation
19 expressly reserved.

20 6. JGB's consent to the Debtor's use of cash collateral as set forth herein is expressly
21 conditioned on the execution of a letter agreement in the form to be agreed upon by each of the
22 following parties: (a) David Redlener; (b) DCMRED, LLC; (c) Erika Harvel; (d) Harinder Rana;
23 (e) JAAT Holdings LLC; (f) Michael Silberman; and (g) P & G Holdings LLC.

24 7. Notwithstanding anything to the contrary herein, each of the Parties expressly
25 reserves, and do not waive, any and all rights with respect to any further interim use of cash
26 collateral, final use of cash collateral, or otherwise.

27 8. The interim hearing on the Motion is continued to January 16, 2019, at 9:00 a.m.
28

9. JGB shall file any further opposition or response to the Motion, if any, by no later than December 28, 2018, and the Debtor shall file any reply, if any, no later than January 4, 2019.

10. During the period covered by this Order (the "Designated Period"), the Debtor is permitted to exceed disbursements forecasted in the Alternate Budget by not more than 15% on a line-by-line basis and by not more than 10% with respect to the total disbursements forecast in the Alternate Budget. Any disbursement amount available under the Alternate Budget and not used during any given week under the Designated Period is saved and preserved and shall be available for use during any subsequent week within the Designated Period, and any amounts not used for any given line item may be used for another line item only if and as may be necessary within the Designated Period.

11. All financial institutions with which the Debtor has bank accounts, including Preferred Bank, are directed to comply with this interim order on the Motion, and abide by the Debtor's direction as to the disbursement of its funds consistent with this Order, even to the extent of any deposit account control agreements, or "lock box" agreements, that may be in effect as of the date of the Debtor's filing of this bankruptcy case.

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Approved as to form:

Manatt, Phelps & Phillips, LLP

By: Carl Grumer
Carl Grumer
Attorneys for JGB Collateral, LLC,
as agent for JGB (Cayman) Glenmachrie Ltd.,
and JGB (Cayman) Glenmachrie Ltd.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
333 South Grand Avenue, Suite 3400, Los Angeles, California 90071

A true and correct copy of the foregoing document entitled: **AMENDED NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* December 27, 2018, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Carl Grumer on behalf of Interested Parties JGB (Cayman) Glenmachrie Ltd./JGB Collateral, LLC - cgrumer@manatt.com, mchung@manatt.com; fstephenson@manatt.com
- Asa S Hami on behalf of Debtor One Way Loans, LLC, d/b/a PowerLend - ahami@sulmeyerlaw.com, agonzalez@sulmeyerlaw.com; agonzalez@ecf.inforuptcy.com; ahami@ecf.inforuptcy.com
- David S Kupetz on behalf of Debtor One Way Loans, LLC, d/b/a PowerLend - dkupetz@sulmeyerlaw.com, dperez@sulmeyerlaw.com; dperez@ecf.inforuptcy.com; dkupetz@ecf.inforuptcy.com
- Dare Law on behalf of U.S. Trustee (LA) - dare.law@usdoj.gov
- Claire K Wu on behalf of Debtor One Way Loans, LLC, d/b/a PowerLend - ckwu@sulmeyerlaw.com, mviramontes@sulmeyerlaw.com; ckwu@ecf.courtdrive.com; ckwu@ecf.inforuptcy.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On *(date)* _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL *(state method for each person or entity served)*: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* December 27, 2018, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Sandra R. Klein – **VIA PERSONAL DELIVERY**
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012 - Bin outside of Suite 1582

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 27, 2018 Andrea Gonzalez
Date *Printed Name*

/s/ Andrea Gonzalez
Signature